

REVISED JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

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			<p>and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in Exhibit A Upon Cavalier's written request, Verizon shall negotiate in good faith with Cavalier to amend this Agreement to provide mutually agreed upon rates, terms and conditions governing Cavalier's access to unbundled Loops that Verizon is required, pursuant to Applicable Law, to provide and that may serve as alternatives to xDSL compatible Loops</p> <p>H Notwithstanding the foregoing, if and, to the extent that, Verizon is prohibited by Applicable Law from requiring Cavalier to utilize Verizon's Loop pre-qualification system, Verizon shall not reject Cavalier's order because Verizon's Loop pre-qualification procedure was not performed In such case, when Cavalier opts not to use Verizon's tools to perform Loop pre-qualification, Verizon shall not be responsible for service performance of the Loop until such Loop is qualified according to</p>	

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			<p>then-current Verizon Loop qualification procedures. In such case, when Cavalier elects not to use Verizon's loop pre-qualification procedure, it shall not be assessed any charge for such procedures provided, however, Verizon shall not be required to process Cavalier's order if Cavalier elects not to use Verizon loop pre-qualification tools unless and until Cavalier has agreed in writing to pay Verizon's charges or costs incurred as a result of Cavalier's decision not to use Verizon loop pre-qualification tools or the Commission has issued an order identifying (and authorizing) the specific charge(s) that Cavalier must pay Verizon</p> <p>11.2.12.3 - The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by Cavalier, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows</p>	

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			<p>A Three (3) business days will be required following receipt of Cavalier's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order</p> <p>B Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Cavalier. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval, unless such additional time is not permitted pursuant to Applicable Law</p> <p>C After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals</p> <p>11.2.12.4 - If Cavalier requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Cavalier cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of</p>	

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			<p>construction work, Cavalier shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If Cavalier cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Cavalier shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.</p> <p><i>See also</i> Section VI of Exhibit A to Proposed Agreement filed September 5, 2003</p>	
<p>Issue C10: Should the agreement be amended to modify use of the term “accessible terminal” (§ 11.2.15.1), restore a provisioning interval (§ 11.2.15.8), modify a use restriction (§ 11.2.15.15), and add queue, CO-connectivity-maps, and improved-field-survey terms from Cavalier’s Virginia arbitration petition? (§ 11.2.15)</p>	<p>11.2.15.4 - A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of Cavalier’s completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s) or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Cavalier’s Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s) or Dark Fiber IOF may be available (if so available, an “Acknowledgement”) based on the records search except that for ten</p>	<p>Cavalier believes that that several points of Verizon’s dark fiber provisioning should be improved. For improvements, Verizon should have an ordering queue similar to that used for physical collocation space, provide industry-standard maps showing central office connectivity, improve field surveys add detail to responses about the availability of dark fiber, and add an obligation to seek to resolve any disagreements about the availability of fiber.</p>	<p>11.2.15.4 - A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of Cavalier’s completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s) or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Cavalier’s Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s) or Dark Fiber IOF may be available (if so available, an “Acknowledgement”) based on the records search except that for</p>	<p>Cavalier’s proposed dark fiber definitions are impermissible under the <i>Triennial Review Order</i>. Verizon is not required to provide IOF between its central offices and Cavalier’s central offices, let alone to a third-party CLEC’s central office. (<i>Albert Panel Direct</i>, page 17, lines 6-14)</p> <p>The “dark fiber queue” that Cavalier proposes is nothing like Verizon’s queue for physical collocation space, and it is not required by the Act. (<i>Albert Panel Direct</i>, page 12, lines 17-19, page 19, lines 3-15)</p>

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	<p>(10) or more requests per LATA or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in Exhibit A. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Cavalier. If access to Dark Fiber IOF is not available, Verizon will notify Cavalier, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in Exhibit A. In responding to Dark Fiber Inquiries from Cavalier, Verizon will identify</p>		<p>ten (10) or more requests per LATA or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in Exhibit A. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Cavalier. If access to Dark Fiber IOF is not available, Verizon will notify Cavalier, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in Exhibit A.</p>	<p>The "dark fiber queue" that Cavalier proposes will not, as Cavalier contends, reduce Verizon's burden for provisioning dark fiber. Particularly because Verizon does not have a mechanized system for conducting dark fiber inquiries, Cavalier's proposal plainly will cause more paperwork, not less.</p> <p>The maps that Verizon currently provides to Cavalier upon its written request meet Cavalier's need for information about the availability of dark fiber. (<i>Albert Panel Direct, page 19, lines 19-24</i>)</p> <p>Cavalier has not justified the added complexity and bureaucracy of either a joint field survey or a separate dark fiber Alternative Dispute Resolution process. (<i>Albert Panel Direct, page 21, line 9, page 22, line 14</i>)</p>

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	<p>whether fiber is (i) installed and available (ii) installed but not available, or (iii) not installed Where fiber is not available, Verizon shall describe in reasonable detail the reason why fiber is not available, including, but not limited to, specifying whether fiber is present but needs to be spliced, whether no fiber at all is present between the two points specified by Cavalier, whether further work other than splicing needs to be performed, and the nature of any such further work other than splicing If Verizon responds that fiber is installed, whether or not it is available, then Verizon shall also provide information specifying the locations of all pedestals, vaults, other intermediate points of connection, and also specifying which portions have available fiber and which portions do not Use of information provided by Verizon pursuant to this provision shall be limited to Cavalier's engineering and operations personnel Cavalier's marketing personnel shall not be permitted access to, or use of, this information This provision is intended to reduce uncertainty about whether or not dark fiber is "terminated" or not</p> <p>11.2.15.4.1 - Cavalier shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber</p>		<p>11.2.15.4.1 - Cavalier shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in Exhibit A, pending receipt of an order for the Dark Fiber</p> <p>11.2.15.5 - Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Cavalier the following information</p> <p>i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths Verizon shall provide such maps to Cavalier subject to the confidentiality provisions of this Agreement and the agreement of Cavalier, in writing, to use them for preliminary design purposes only Cavalier acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available Verizon shall provide fiber layout maps to Cavalier subject to a negotiated interval</p> <p>(ii) A field survey that shows the availability of dark fiber pairs between two or more Verizon central offices, a Verizon central office and a Cavalier central office</p>	

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	<p>should be reserved, at the rates set forth in Exhibit A, pending receipt of an order for the Dark Fiber. If Cavalier submits a Dark Fiber Inquiry to Verizon concerning the availability of one or more pairs of dark fiber on a route where fiber exists, but pairs of dark fiber are not presently available, then upon written request by Cavalier, Verizon shall place Cavalier's inquiry in queue for a period of two (2) years and will provide Cavalier with written notice within thirty (30) days if any pairs of dark fiber become available along that route. Upon written request by Cavalier, Verizon shall extend the time for holding a request in queue by an additional two (2) years.</p> <p>11.2.15.5 - Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Cavalier the following information: (i) Within 10 (ten) business days after written request by Cavalier, for each specified local access and transport area (LATA) in which Verizon and Cavalier are both certified to provide service, Verizon shall provide Cavalier with a map that (1) shows the location of each Verizon central office (including tandems, end offices, and remotes), (ii) indicates in a straight-line, dot-</p>		<p>or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a Dark Fiber Loop or Dark Fiber IOF is available, Cavalier may reserve the Dark Fiber Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Cavalier submits an order for access to such Dark Fiber Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop or Dark Fiber IOF will be available when Verizon receives such order, and Cavalier assumes all risk that the Dark Fiber Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Cavalier submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cavalier assumes all risk that the pair will not be compatible with Cavalier's equipment, including, but not limited to, order cancellation charges.</p>	

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	<p>to-dot format, all existing routes for dark fiber connecting any central office with any other central office, with an emphasis on connectivity as opposed to the strict geographic accuracy or specificity of the exact fiber route, and (iii) indicates where Verizon plans to build fiber in the next three (3) years. Use of information provided by Verizon pursuant to this provision shall be limited to Cavalier's engineering and operations personnel. Cavalier's marketing personnel shall not be permitted access to, or use of, this information. This provision is intended to reflect more closely the practices of fiber vendors who provide this type of information without charge and immediately upon demand. (ii) A joint field survey, upon Cavalier's written agreement to pay the costs of a joint field survey, Verizon shall then within ten (10) business days perform a joint field survey, and Cavalier shall pay the estimated cost of Verizon's time and materials plus any additional costs incurred by Verizon that were not reasonably foreseeable at the time that Verizon provided its estimate of the survey's cost. The joint field survey shall show the availability of dark fiber pairs between two or more Verizon central offices, a Verizon central office and another central office or a Verizon end office and the premises</p>			

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	<p>of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. Prior to performing such a field survey, upon Cavalier's written request, Verizon shall within five (5) business days provide Cavalier with a binding estimate of the cost of Verizon's time and materials to perform the joint field survey with Cavalier. If a field survey shows that a Dark Fiber Loop or Dark Fiber IOF is available, Cavalier may reserve the Dark Fiber Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Cavalier submits an order for access to such Dark Fiber Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop or Dark Fiber IOF will be available when Verizon receives such order, and Cavalier assumes all risk that the Dark Fiber Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Cavalier submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cavalier</p>			

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	<p>assumes all risk that the pair will not be compatible with Cavalier's equipment, including, but not limited to, order cancellation charges</p> <p>The parties also agree to negotiate in good faith to devise a viable, alternative means of resolving any disputes about the availability of dark fiber, if the maps or field survey process described above leave either party with doubt or uncertainty about the availability of dark fiber</p>			
Issue C11: Should the agreement require improved project coordination for special access migrations to UNEs, particularly when an asset or ownership acquisition is involved? (§ 14.6)	RESOLVED	RESOLVED	RESOLVED	RESOLVED
Issue C12: Should the agreement address electronic loop provisioning and include a process to address the hot-cut process? (§§ 11.15, 11.17)	<p>11.16 - Joint Implementation Team</p> <p>11.16.1 - The parties agree that implementation of the arrangements and services described in this Agreement require technical and operational coordination between the parties. The parties shall therefore form a team (the "Joint Implementation Team") to identify</p>	Cavalier believes that the parties should improve technical and operational coordination where possible, through a joint implementation team that addresses particular issues as they arise or become concerns.	11.16 - No proposed language.	<p>Cavalier has offered no rationale for its sweeping Joint Implementation Team proposal, which would overhaul Verizon's provisioning processes for all services, not just hot cuts (<i>Maguire Direct</i>, page 3, lines 14-16)</p> <p>There is no hot cut problem in</p>

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	<p>and develop the processes, guidelines, specifications, and standards that are necessary to implement the arrangements and services described in this Agreement Within thirty (30) days after execution of this Agreement, each party shall designate, in writing, no more than two (2) persons to be regular members of the Joint Implementation Team, provided, however, that either party may also include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter, or subject Each party may replace any or all of its Joint Implementation Team members at any time by delivering written notice thereof to the other party Each member of the Joint Implementation Team shall have the authority to bind the party that member represents in matters relating to this Agreement</p> <p>11.16.2 - Matters to be considered by the Joint Implementation Team shall be presented to the Joint Implementation Team in writing by a regular member of the Joint Implementation Team As needed, and subject at all times to the terms of this Agreement, the Joint Implementation Team shall address the following matters</p> <p>(a) the respective duties and</p>			<p>Virginia (<i>Maguire Direct</i>, page 5, lines 1-9) The Commission has already found that Verizon's hot cut performance in Virginia meets Verizon's obligation under the Act (<i>Maguire Direct</i>, page 6, lines 16-18) In fact, during the first six months of this year, Verizon's on-time hot cut performance in Virginia has continued to meet or exceed the benchmark set by the Virginia SCC (<i>Maguire Direct</i> page 6, lines 12-15)</p> <p>Cavalier has not shown that existing mechanisms for handling hot cut problems are insufficient One of those mechanisms is the 1-877-HOTCUTS number that Verizon has established so that Cavalier or any CLEC can call to reach Verizon's maintenance group and discuss provisioning problems in real time Cavalier is aware of this number, but has yet to call it Before proposing rigid new processes that add another layer of bureaucracy to an already complex issue, Cavalier should, at a minimum, attempt to utilize the various informal and effective processes that Verizon currently has in place (<i>Maguire Rebuttal</i>, page 2, lines 2-14)</p>

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	<p>responsibilities of the parties with respect to the administration and maintenance of interconnection (including signaling), including standards and procedures for notification of trunk disconnects,</p> <p>(b) disaster recovery and escalation provisions,</p> <p>(c) access to operations support systems functions provided under this Agreement, including gateways and interfaces,</p> <p>(d) escalation procedures for ordering, provisioning, billing, and maintenance,</p> <p>(e) single points of contact for ordering, provisioning, billing, and maintenance,</p> <p>(f) service ordering and provisioning procedures, including provision of the trunks and facilities,</p> <p>(g) provisioning and maintenance support,</p> <p>(h) conditioning and provisioning of collocation space and maintenance of collocated equipment,</p> <p>(i) procedures and processes for directories, directory assistance, and directory listings,</p> <p>(j) billing processes and procedures,</p> <p>(k) network planning components including time intervals,</p> <p>(l) joint systems readiness and</p>			

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	<p>operational readiness plans,</p> <p>(m) appropriate testing of services, equipment, facilities and Network Elements,</p> <p>(n) monitoring inter-company operational processes,</p> <p>(o) physical and network security concerns,</p> <p>(p) 911 and E911 processes and procedures, and</p> <p>(q) such matters of technical and operational coordination as are necessary to implement this Agreement</p> <p>11.16.3 - Determinations of the Joint Implementation Team shall require the consent of each regular member of the Joint Implementation Team. The agreements so reached by the Joint Implementation Team shall be documented in writing.</p> <p>11.16.4 - The agreements reached by the Joint Implementation Team may be amended from time to time by the Joint Implementation Team as it deems appropriate.</p> <p>11.16.5 - If the regular members of the Joint Implementation Team do not agree on the way in which to address a matter before the Joint Implementation Team, or do not agree that such a matter may or need be addressed by the Joint Implementation Team, then each party shall describe its position on</p>			

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	<p>the matter in writing and shall furnish the written description to the other party, and, except in cases of emergency, not earlier than fifteen (15) days after the date for the furnishing of written positions, the matter shall be deemed in dispute, and may be submitted for resolution pursuant to the dispute resolution provisions of this Agreement and, failing informal resolution, by any forum of competent jurisdiction</p> <p>11.16.6 - Either party may designate a matter for consideration by the Joint Implementation Team as an emergency matter. The Joint Implementation Team shall use all commercially reasonable efforts to resolve any such emergency matter without delay. Either party may immediately escalate any Emergency matter to higher-level employees or representatives of the other party, and, if such escalation is unsuccessful, then to the Commission or any other forum of competent jurisdiction</p>			
Issue C14: Should the agreement require a limited trial to explore IDLC loop unbundling, as proposed in Cavalier's Virginia arbitration petition? (§ 11.4)	<p>11.4 - Loops Served by Integrated Digital Loop Carrier</p> <p>11.4.1 - Cavalier and Verizon will jointly test and develop a method of unbundled access to loops or lines served through integrated digital loop carrier (IDLC), to follow</p>	Cavalier believes that Verizon should unbundled access to loops served on IDLC, through a hairpin/nail-up process like that used by BellSouth and Florida Digital Networks, or through a multiple switch-hosting process like that used internally by	<p>11.4 – No proposed language.</p> <p>11.7.6 - Verizon shall provide Cavalier access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Cavalier requests, in order to provide</p>	Verizon proposes that if Cavalier seeks access to an IDLC-served unbundled loop for a particular customer, Verizon will provide Cavalier with a loop in accordance with Verizon's legal obligations (<i>Albert Panel Direct, page 25, lines 16-18</i>)

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	<p>generally the process that the parties used to develop a method for the parallel provisioning of dark fiber and collocation augments</p> <p>11.4.2 - For a central offices where Cavalier seeks access to a limited number of lines served by IDLC, the new trial method to be tested will be a "side-door," "hairpin," or "nail-up" connection, used to provide a direct digital connection from individual unbundled loops to Cavalier</p> <p>11.4.3 - For central offices where Cavalier seeks access to a larger number of lines served by IDLC, the new trial method to be tested will be multiple switch hosting, or grooming of the integrated loops, such that discrete groups of multiplexed loops may be assigned to transmission facilities, or the termination of loops to integrated network access systems. One or more of these methods will be used to provide a direct digital connection from individual unbundled loops to Cavalier</p> <p>11.4.4 - Each party will bear its own, reasonable costs incurred in developing methods of unbundled access to lines served by IDLC. Within sixty (60) days after execution of this Agreement, the parties will meet and specify the</p>	<p>Cavalier, with the chosen method depending on the circumstances</p>	<p>narrowband services, unbundling of a 2-Wire Analog or 4-Wire Analog loop currently provisioned via Integrated Digital Loop Carrier ("IDLC"), Verizon shall, as and to the extent required by Applicable Law, provide Cavalier unbundled access to a loop capable of providing voice-grade service to the end user served by IDLC, by moving the requested Loop(s) to a physical Loop(s) or to a Universal Digital Loop Carrier Loop(s) at the rates set forth in Exhibit A. In the event a physical Loop(s) or a Universal Digital Loop Carrier Loop(s) is not available, the Engineering Query rate, Engineering Work Order rate and Time and Materials charges set forth in Exhibit A shall apply in addition to the recurring and nonrecurring charges set forth in Exhibit A for the loop type ordered by Cavalier. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6. Verizon's performance in connection with such Loops shall not be subject to any performance measurements, remedies and the like under this Agreement, and/or, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance</p>	<p>Cavalier has not provided any cost studies to support its rate proposal. Moreover, the costs of unbundling IDLC are likely to be higher than the costs of unbundling a copper loop. (<i>Albert Panel Direct</i>, page 26, line 23 to page 27, line 3)</p> <p>The Commission gives incumbents the option of fulfilling their unbundling obligations by "provid[ing] requesting carriers access to a transmission path" to customers served by IDLC loops. At the incumbent's option, it can provide access through 1) a spare copper facility, or 2) a UDLC system, or 3) other "technically feasible methods of unbundled access." (<i>Triennial Review Order</i> ¶ 297 (<i>Albert Panel Rebuttal</i>, page 13, lines 23-25, page 14, lines 1-3))</p> <p>Under Verizon's Proposed Section 11.7.6, attached as Exhibit A, Verizon will provide these loops consistent with the requirements of the <i>Triennial Review Order</i>. Specifically, when Verizon receives a request for an unbundled 2-wire analog loop for a customer served by IDLC, Verizon checks to see whether the customer can be served by a spare loop that is not IDLC (that is, Universal Digital Loop Carrier ("UDLC")) or</p>

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	<p>initial sites where each method of unbundled access to loops or lines served by IDLC will be tested, and the technical parameters for such tests. Within 60 (sixty) days after that initial meeting, the parties will meet and test the unbundling method developed in the initial meeting.</p> <p>11.4.5 - If the test of a particular unbundling method is successful, then within 60 (sixty) days after the meeting to test that particular unbundling method, Verizon and Cavalier will meet to develop the procedures to implement the use of that particular unbundling process for IDLC loops or lines on a fully available, commercial basis under the same rates, terms, and conditions as an unbundled loop provisioned over copper. At this meeting, the parties shall discuss any technical, operational, or economic limitations that may apply to the unbundling of loops or lines served by IDLC. If the test of a particular unbundling method is not successful, then Verizon and Cavalier will meet within thirty (30) days after the unsuccessful conclusion of testing to assess whether any other technically feasible method should be tested.</p> <p>11.4.6 - If the parties agree that such other technically feasible method</p>		<p>guidelines, plans or the like</p> <p>VIRGINIA (EAST) IDLC Non-recurring Charges Engineering Query \$121.37, Engineering Work Order \$500.90, Expedite Engineering Query TBD, Expedite Engineering Work Order TBD, Line and Station Transfers 127.28, Copper to a Digital Loop Carrier (DLC) Arrangement \$254.56, Rearrangement IDLC to Copper Cable \$127.28, Rearrangement IDLC to UDLC \$127.28</p> <p>Time and Materials Service Technician (service work on unbundled loops outside of the Central Office) \$6.47/Service Order, \$27.35/Premises Visit, \$11.74/Labor Charge/Quarter Hour After First Quarter Hour</p> <p>Network Transport Engineering ("NTE") Planning/Hour \$41.04/Hour, NTE Design/Hour \$41.04/Hour, NTE Technician/Hour \$40.96/Hour, CO Technician/Hour \$37.05/Hour</p>	<p>copper) If such a spare loop is available, it is used. If such a loop is not available, however, Verizon checks to see whether it can rearrange loops among its customers to make a non-IDLC loop available. (This process is called a Line and Station Transfer.) If suitable loop facilities are still unavailable, the CLEC may request that Verizon construct additional unbundled-loop facilities. When this occurs, Verizon will initiate an engineering job to construct additional facilities to provide either a copper loop or a UDLC loop. (<i>Albert Panel Rebuttal, page 14, lines 10-20</i>)</p> <p>The rates that Verizon proposes to charge – Line and Station Transfer, Engineering Query, Engineering Work Order, and Time and Materials charges – are the same or lower than the rates that were included as part of Verizon's section 271 application in Virginia. (<i>Albert Panel Rebuttal, page 15, lines 4-6</i>)</p> <p>Roughly 1 percent of Verizon's working access lines in Virginia are located at an outside plant terminal where only loops on IDLC are available (e.g., copper loops or universal digital loop carrier loops are not available). (<i>Albert Panel Rebuttal, page 15,</i></p>

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	<p>should be tested then the parties will schedule another initial meeting within another sixty (60) days thereafter, and another test date within sixty (60) days thereafter. If the later-tested method is successful, then the parties will schedule an implementation meeting within sixty (60) days after the testing meeting. Alternatively, if the later-tested method is unsuccessful, then the parties will schedule another reassessment meeting within thirty (30) days after the testing meeting.</p>			<p>lines 10-12)</p> <p>Verizon's network design guidelines require that when additional loop capacity is constructed, either copper or UDLC must be deployed in locations where IDLC is deployed. The practice reduces the chance that, in the future, a customer served by IDLC cannot also be served by UDLC or copper. (<i>Albert Panel Rebuttal</i>, page 15, lines 20-23)</p> <p>Cavalier's concerns about rejected orders are now moot because the <i>Triennial Review Order</i> provides new guidance about an incumbent's obligation when a customer is served with IDLC technology. (<i>Albert Panel Rebuttal</i>, page 17, lines 12-14)</p> <p>Verizon's Loop Facilities Assignment Controls (LFACs) system includes an inventory of loop facilities available to serve a particular customer. Verizon provides Cavalier non-discriminatory access to information in this system as part of its mechanized loop qualification process. In fact, the Commission acknowledges that Verizon provides non-discriminatory access to LFACS in the <i>Virginia § 271 Order</i> (¶¶ 29,</p>

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				<p>34) (<i>Albert Panel Rebuttal</i>, page 17, lines 18-24)</p> <p>It makes no sense for Verizon to spend millions of dollars to trial and potentially develop an additional approach that would be substantially more expensive than providing additional copper loops or UDLC loops. Hairpin/naulup is not cost-justifiable. (<i>Albert Panel Rebuttal</i>, page 18, lines 4-16)</p> <p>Multiple switch hosting used to provide UNE loops, however, would involve connecting individual GR-303 IDLC systems to the digital switches of <u>multiple carriers</u>. This particular configuration and application of the GR-303 multiple switch hosting capability (in a multiple carrier environment), where an individual Verizon IDLC system would be simultaneously connected to digital switches of multiple carriers, is not currently technically feasible due to unresolved issues associated with network reliability and network security. (<i>Albert Panel Rebuttal</i>, page 18, line 26 to page 19, lines 1-6)</p> <p>Cavalier proposes a sixty day trial, but sixty days is a grossly insufficient amount of time to implement a trial in which Verizon</p>

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				must develop new processes, purchase, engineer, and install new hardware and software, and implement operations support system changes. Cavalier's proposed timeframe would also violate the Change Control requirements for customer notifications, and it would not allow for time for necessary field force methods, procedures, and training to take place. By proposing a sixty-day trial, Cavalier shows that it has no idea how complicated its IDLC unbundling proposals are. (<i>Albert Panel Rebuttal</i> , page 20, lines 4-11)
Issue C16: Should a unified engineering and make-ready process apply for pole attachments? (§ 16.0)	<p>16.0 - ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)</p> <p>16.1 - To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license</p>	Cavalier believes that a single engineering and make-ready contractor should replace the inefficient and costly system of undergoing multiple rounds of engineering and make-ready work on a single stretch of poles	<p>16.0 - ACCESS TO RIGHTS-OF-WAY -- SECTION 251(B)(4)</p> <p>To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs</p>	Cavalier proposes a complicated and expensive overhaul of a process that Cavalier hardly ever uses and to which no one else in Virginia objects. (<i>Young Direct</i> , page 7, lines 4-6, page 8, lines 14-16) Under Cavalier's proposal, Verizon would be "primarily responsible" for negotiating with all other pole attachers in Virginia in order to modify their existing license agreements and allow a third party to perform make-ready work on their facilities. (<i>Young Direct</i> , Page 6, lines 21-23, page 7, lines 6-9) Nothing in the Act requires Verizon to act as project coordinator for all pole attachers in Virginia. (<i>Young Direct</i> , page 7, lines 8-9)

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	<p>agreements)</p> <p>16.2 - Within ninety (90) days after execution of this Agreement, and notwithstanding the provisions of any generally available license agreement, or any license agreement executed between Cavalier and Verizon, Verizon and Cavalier will establish a new permitting and make-ready process for attaching to utility poles owned by Verizon and other utilities (with the term “utilities” having the same meaning as under 47 U.S.C. § 224), under which a single contractor will engineer the permit and a single contractor will perform the make-ready work required under the permit. The single contractor may or may not perform both tasks.</p> <p>16.2.1 - This new permitting process may require the agreement of other attachers to allow a single entity to perform either or both of the engineering and make-ready work on other parties’ attachments to the poles. Verizon will use its best efforts to seek the concurrence of other attachers to participate in, and agree to, the new permitting process for attaching fiber-optic cable, or other facilities and equipment, to utility poles owned by Verizon and other utilities.</p> <p>16.2.2 - As part of the development</p>		<p>(including generally available license agreements)</p>	<p>Verizon proposes to continue the same pole attachment process approved by the Virginia SCC and the Commission in Verizon’s section 271 application in Virginia (<i>Young Direct</i>, page 2, lines 4-6).</p> <p>If a new process were needed, it would be best developed in an industry forum. (<i>Young Direct</i>, page 7, lines 13-14).</p> <p>Cavalier has not invited Verizon to a meeting to discuss pole attachment issues in over three years (<i>Young Rebuttal</i>, Page 3, Lines 17-20). Cavalier has not submitted a single pole attachment application to Verizon in over two years. (<i>Young Rebuttal</i>, Page 4, lines 8-11).</p>

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	<p>of this new permitting process, Verizon will diligently review its pole attachment agreements and joint use agreements with other parties and use its best efforts to exercise any rights to implement, or achieve concurrence with, the new permitting and make-ready process. Cavalier's input and assistance will be important during the ultimate implementation phase of the new make-ready process, subject to Verizon's responsibility, as pole owner, for managing and maintaining its poles, and coordinating the overall attachment process. However, in the initial stages of the process, to maximize the chances that other parties attached to the poles will not object to the concept of a single engineering or make-ready contractor, Verizon will be primarily responsible for meeting with, and seeking the concurrence of, other parties attached to the poles, and endeavoring to implement the new permitting and make-ready process.</p> <p>16.2.3 - If the circumstances warrant, then Verizon may request indemnification from Cavalier of risks or costs incurred as a result of obtaining or requiring agreement with the new permitting and make-ready process from the other parties attached to the poles.</p>			

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	<p>16.2.4 - For poles that Verizon owns and poles that other entities own, Verizon will use its best efforts to identify and contract with a single contractor to perform all engineering work and all make-ready work in both the power supply space (if any) and the communications space on the poles. However, the parties recognize that it may prove more cost-effective for separate contractors to perform the engineering work and the make-ready work, or for separate contractors to perform the make-ready work in the power supply space (if any) and the communications space on the poles.</p> <p>16.2.5 - Both parties recognize that obtaining or requiring the agreement of other parties attached to the poles to allow the engineering of rearrangements to those parties' facilities by another entity may be more problematic than obtaining or requiring the agreement of those parties to the performance of make-ready work by another entity. However, both Cavalier and Verizon will use their respective best efforts to resolve any such issues.</p> <p>16.2.6 - As part of the new permitting and make-ready process, Verizon will use its best efforts in</p>			

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	<p>working with Cavalier to define the power-related and telecommunications-related aerial make-ready requirements for Cavalier's attachments to poles owned by Verizon, and to poles that are owned by other entities and hold Verizon pole attachments</p> <p>(a) With respect to make-ready engineering work, the work performed by the single engineering contractor will include specification of the following attachment height and side of pole (neutral side or not) of existing attachments, the changes needed in the power space to make the pole ready for Cavalier's attachment (using the requirements specified below), the changes need to each telecommunications attachment to make the pole ready for Cavalier's attachment (using the same requirements specified below), the attachment height and side of pole (neutral side or not) of existing attachments after make-ready work is complete, the same information for Cavalier's attachment (after make-ready work is complete), the use of extension arms, the required guys and anchors, the required bonding, the required tree trimming, a description of all existing violations of applicable safety and engineering requirements, and changes that are needed to correct existing safety or engineering</p>			

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	<p>requirements even if Cavalier were not to attach to the pole</p> <p>(b) With respect to make-ready construction, the work performed by the single construction contractor will include the following all power-related make-ready construction, all telecommunications-related make-ready construction, and conformance to a completion schedule for each segment of network. The single construction contractor will also provide a cost estimate, and may perform, the following any incremental underground construction required or requested, and the installation of Cavalier's strand and fiber (aerial and underground)</p> <p>16.2.7 - For the new permitting and make-ready process, the design requirements are as follows: comply with all applicable National Electrical Safety Code (NESC) requirements, comply with all applicable National Electric Code (NEC) requirements, comply with all applicable BellCore "Blue Book" specifications, comply with all applicable industry safety practices and regulations, comply with all proper and applicable requirements of Cavalier's Outside Plant Handbook or outside plant guidelines (where not in conflict</p>			

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	<p>with other requirements). comply with all proper and applicable Verizon operational guidelines, comply with all proper and applicable operational guidelines of any other pole owner, comply with all proper and applicable operational guidelines of any other party attached to the poles (where not in conflict with other requirements), and avoid underground construction (with route changes considered by Cavalier upon request)</p> <p>16.2.8 - Verizon will use its best efforts to work with Cavalier to establish a common, required time frame to complete all permitting and make-ready work. If an approved third-party contractor (including a parent, subsidiary, or other affiliate of Verizon) is performing make-ready work, and the volume of work to be performed reasonably permits it, then the required time frame to complete all engineering and make-ready work shall be forty-five (45) days from the submission of a permit application to Verizon, unless both parties agrees in writing to a lengthier time frame</p>			
Issue C17: Should a new process govern proper handling of customer contacts, as proposed by Cavalier with issues 11 and 12 in its Virginia	<p>18.2 - Customer Contact, Coordinated Repair Calls and Misdirected Inquiries</p> <p>18.2.1 - Each party will recognize the other party as the customer of</p>	Cavalier believes that more stringent controls, and liquidated damages, are needed to address contact with retail customers	<p>18.2 - Customer Contact, Coordinated Repair Calls and Misdirected Inquiries</p> <p>18.2.1 - Verizon will recognize Cavalier as the customer of record</p>	Verizon's proposed language appropriately makes each carrier responsible for communications between its own representatives and its customers (<i>Smith Direct, page 15, lines 3-4</i>)